



# FORMARA

## Print+

### Application for credit facilities

Formara Ltd, 16 The Candlemakers, Temple Farm Business Park, Southend-on-Sea, Essex SS2 5RX  
Telephone: +44 (0)1702 613141 | E-mail: accounts@formara.co.uk | www.formara.co.uk

To be completed by any prospective customer wishing to trade on credit with Formara Limited. Please note that completing this form does not guarantee you a credit account. Formara reserves the right to accept or decline any application without giving an explanation. By completing and signing this form you give Formara the right to follow up on the references provided and to consult any credit reference agency if appropriate.

It is your responsibility to read and understand Formara's Terms and Conditions which are included below. These terms will govern all transactions between Formara and the applicant.

PLEASE USE BLOCK CAPITALS

1	Full Name or Company Trading Title				
2	Telephone Number	Contact for Accounts Purposes			
3	Accounting Address (address where Statements are to be sent)				
		Postcode:			
4	Invoices to be sent to (if same as accounting address, please state "As 3"). If more than one Invoicing address please attach details				
		Postcode:			
5	If Limited Company - Registered Office Address (if same as accounting address please state "As 3")				
		Postcode:			
6	Company information	Company Reg No.	Nature of business:		
		No. of Employees:	How long established:		
7	Please indicate monthly amount of credit required	£500	£1,000	£2,000	Amount required if over £2,000
8	Is your company a member of a larger group?	Yes / No	If yes, please state group:		
9	Name and address of Banker and your account number Your signature to this document permits us to contact your bank should this be necessary				
10	Trade Referees Please give name and addresses of two Trade References to whom application may be made	(1)			
		Postcode:			
		(2)			
		Postcode:			

- Please provide full name(s) and home address(es) of all partners in a business or for partnerships and sole trader overleaf.
- Please provide the name and registered office of the ultimate holding company.
- NB incomplete applications will be returned and not processed.

I/We understand that should credit facilities be afforded to me/us that your terms of business require settlement of accounts 30 days after receipt of invoice except for postage which is 7 days after receipt of invoice. Any variation in these terms must be made in writing by Formara Limited and signed by a director.



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Partnerships and sole traders must provide home addresses of all principals in the firm, because they are jointly and severally liable for any liabilities incurred by the firm.

Name:	Address:		
Tel. No:		Postcode:	

Name:	Address:		
Tel. No:		Postcode:	

Name:	Address:		
Tel. No:		Postcode:	

Name:	Address:		
Tel. No:		Postcode:	

Name:	Address:		
Tel. No:		Postcode:	

I/We request a credit facility with Formara Limited. I/We have received, read and understand their terms and conditions and agree that all transactions between us will be governed by those terms.

Specifically I/We agree to pay all Invoices rendered correctly by Formara Limited within the stated period. I/We give my/our consent to a credit search being made on me/us as owner/partner or director of this organisation both now and at any future date. I/We understand this search will be recorded by the agency and may be disclosed to subsequent enquirers.

Signature 1 \_\_\_\_\_ Print Name \_\_\_\_\_

Position \_\_\_\_\_ Date \_\_\_\_\_

Signature 2 \_\_\_\_\_ Print Name \_\_\_\_\_

Position \_\_\_\_\_ Date \_\_\_\_\_

If applicant is a Limited Company this form should be signed by a Director or the Secretary, and if a partnership, by one or more Partners, stating the firm's name.

**FORMARA USE ONLY**

Approved \_\_\_\_\_ S.E. \_\_\_\_\_ Date \_\_\_\_\_

Comments \_\_\_\_\_



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## Terms and Conditions

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Formara Ltd, 16 The Candlemakers, Temple Farm Business Park, Southend-on-Sea, Essex SS2 5RX  
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In all respects the terms and conditions of Formara Limited apply to all business undertaken.

1. **Interpretation:** In these conditions “work” means the goods and services (including any instalment of the goods or services or any parts for them) which Formara Limited is to supply in accordance with these conditions.
2. **Sole Contract Terms:** All quotations are made and all orders for goods and services issued by Formara Limited are accepted subject to the following conditions that shall form and govern the contract of sale between the parties. These conditions constitute the entire agreement between the parties and shall prevail notwithstanding any unilateral variation of the Terms and Conditions by the customer. Any variation to these conditions in any document of the customer is unacceptable unless accepted in writing by Formara Limited and signed by an authorised Director on behalf of Formara Limited.
3. **Price and Order Variation:**
  - i. Quotations are based on information supplied by the Customer and on Formara Limited current costs for production. The period of validity of each quotation shall be 30 days from the date of issue. Formara Limited reserves the right, unless otherwise agreed in writing, to amend quotations on or at any time after acceptance if the Customer changes specification or supplies additional information or to meet any rise or fall in the costs of Formara Limited.
  - ii. All prices quoted are ex works unless otherwise agreed in writing. iii. All prices quoted are net of Value added Tax which will be charged where applicable along with any other taxes, duties or royalties payable against the work to be completed, whether or not included in the estimate or invoice.
4. **Preliminary Work:** All work carried out, whether experimentally or otherwise, at the Customer’s request shall be charged and shall be paid for by the Customer on demand or in advance if so required by Formara Limited who will notify the Customer in advance of such charges being incurred. A charge shall be made to cover any additional work involved where copy supplied is not clear and legible or in a format that Formara Limited is able to take onward for production or that does not meet the criteria for submission specified by Formara Limited. All proofs for work to be completed must be signed for by the Customer. All completed work must be signed for by the Customer. No liability shall be incurred by Formara Limited for any errors not corrected by the Customer on proofs submitted by Formara Limited for the Customer’s approval. The Customer must approve the proofs before the work is commenced. Customer’s alterations and additional proofs necessitated thereby shall be charged extra. When style, type or layout is at the discretion of Formara Limited, alterations made by the Customer shall be charged extra.
5. **Refusal to accept Work:**
  - i. Formara Limited may at any time notwithstanding prior acceptance of any order for Work, refuse to undertake or complete all or any part of such Work, and shall be under no liability whatsoever to the customer in respect of such refusal, but the Customer shall be liable in respect of any partially completed Work to pay Formara Limited on a pro rata basis.
  - ii. No items shall be delivered to nor accepted by Formara Limited other than the materials relating to the Work including but not limited to documents, disks, binders, papers, files, and packaging.
  - iii. Orders for Work placed on and accepted by Formara Limited or documents delivered to Formara Limited relating to Work may not be withdrawn by the Customer save with the prior consent of Formara Limited; iv. The Company’s employees or agents are not authorised to make any representations concerning the Work undertaken unless confirmed by an authorised signatory of the Company in writing.
6. **Copyright Trademark Protection:** The customer shall be responsible for obtaining all necessary authority to reproduce pictures, artwork, photographs etc. The Customer indemnifies, undertakes and warrants that all Work delivered to Formara Limited shall not infringe any copyright, trademark, registered design or other proprietary right of any third party and shall not constitute libel or otherwise render Formara Limited open to legal action whatsoever and the Customer shall indemnify Formara Limited its servants and agents from and against all liabilities and claims which Formara Limited may incur as a result of undertaking Work and/or compliance with the instructions or requests of the Customer.
7. **Deposit, Delivery and Payment:**
  - i. A non-refundable deposit of 50% will be required if the customer does not have an authorised credit account with Formara Limited. Such deposit shall be made on confirmation of order and shall be in part payment of the Price.
  - ii. For those Customers with authorised credit accounts, payment is due 30 days from the date of the Invoice unless otherwise agreed in writing by a Director of Formara Limited. If a specific item or items remains unpaid by Due Date the charges detailed in Schedule A attached to these Terms will apply, in accordance with the EC Directive no. 2000/35/EC. If it becomes necessary to employ a third party to collect the overdue account, all invoices will become due and payable immediately and will be treated as overdue items, with appropriate charges applied. In addition all of the third party’s charges will be added to the account for collection.

- iii. Delivery of work shall be accepted when tendered and thereupon, or earlier, on notification that the work has been completed the ownership shall pass and payment shall become due as specified in paragraph (b).
  - iv. On certain classes of work, in particular work for overseas customers, Formara Limited reserves the right to insist upon payment being received prior to commencement of work.
  - v. The responsibility and cost for collection / delivery of goods lies with the Customer unless otherwise confirmed in writing by Formara. Any carriage arranged by Formara Limited is on the Customer's behalf and Formara Limited is not liable for any delays arising out of that carriage.
  - vi. Should expedited delivery be agreed extra charges may be made to cover any overtime or any other additional costs involved but the Customer will be advised of such charges before they are incurred.
  - vii. Should work be suspended at the request of, or be delayed through any default of the Customer for a period extending beyond 30 days Formara Limited shall be entitled to payment for work already carried out, materials specially ordered and any other additional costs involved including storage.
  - viii. Where the Work is to be delivered in instalments, each delivery shall constitute a separate contract and failure by the Company to deliver any one or more of the instalments shall not entitle the Customer to treat the Contract as a whole as repudiated. ix. The Company's liability for failure to deliver the Work for any reason other than any cause beyond the Company's reasonable control or the Customer's fault, shall be limited in any event to a sum not exceeding £100.
- 8. Completion Dates:** No completion dates are guaranteed, time not being of the essence. In the event of a Customer paying an additional charge for an expedited completion date, and through no fault of the customer such date is not met the liability of Formara Limited shall only extend to the refund of the additional charge for the expedited service.
- 9. Variations in Quantity:** Unless otherwise agreed in writing by Formara, every endeavour will be made to deliver the correct quantity ordered, but estimates are conditional upon margins of 10 percent for work (5 percent for quantities exceeding 10,000) and where the work has an excess or shortage the excess work or shortage of work is to be charged or deducted respectively.
- 10. Claims:** Any claims to Formara Limited must be in writing within 7 days of delivery date or (where the defect or failure was not apparent on reasonable inspection) within a reasonable time after discovery of the defect or failure. Any query regarding non-delivery must be made within 14 days of the invoice date. In so far as permitted at law, claims outside this limit will not be accepted.
- 11. Liability:** All representations, guarantees, undertakings, conditions and warranties (whether expressed or implied, statutory or otherwise) are excluded from this contract. Except in respect of death or personal injury caused by the Company's negligence Formara Limited shall not be under any liability for negligence or otherwise howsoever caused in respect of any advice given to the Customer. Without prejudice to the foregoing, the liability of Formara Limited in respect of defective or faulty work shall be limited to rectifying the defect or fault or replacing the work or crediting the invoice price of the goods at its option. Formara Limited shall in no circumstances be liable for any loss or damage in excess of the invoice price of any work or any part thereof in respect to which a claim is made.
- 12. Suitability of Goods:** Where the goods consist of container, wrappers or other articles intended for use in connection with any food, drug or other substance, the Customer shall satisfy himself that such food, articles or other substances is not likely to be adversely affected by any material used by Formara Limited in the manufacture or printing of such containers, wrappers or other articles. Formara Limited shall not be liable to the Customer or any third party in respect of any claims alleging that such food, drug or substance has been adversely affected. The suitability of the products of Formara Limited for use in the packaging of any particular commodity must be at the Customer's risk unless expressly stated in writing or implied that the goods supplied will be suitable for any particular purpose for use under specific conditions notwithstanding that any purpose or conditions intended by the Customer may be known or be made known to Formara Limited.
- 13. Standing Materials:**
- i. Metal, film, glass, digital media and other materials owned by Formara Limited and used by the Company in the production of type, plates, moulds, stereotypes, film setting, negatives, positives, computer images and the like shall remain the Company's exclusive property. Such items when supplied by the Customer shall remain the Customer's property. Under normal circumstances the standing material, including the colour film, will be retained on file for a period of two years after which time Formara Limited reserves the right to dispose of it. Duplicate copies can be supplied for an additional charge should the Customer request them within the 2 year period.
  - ii. Notwithstanding the above type may be distributed, negatives destroyed, computer files erased and lithographic photographic or other work effaced immediately after the order is executed unless written arrangements are made to the contrary. In the latter event, storage may be charged.
- 14. Customer's Property:**
- i. Title to the Work shall not pass to the Customer until the Company has received in cash or cleared funds payment in full for the price of the Work.
  - ii. Customer's property and all property supplied to Formara Limited by or on behalf of the Customer shall while it is in the possession of Formara Limited or their agents or in transit be deemed to be at the Customer's risk, unless otherwise agreed and the Customer should insure accordingly. Formara Limited shall be entitled to make a reasonable charge for the storage of any Customer's property left with Formara Limited before receipt of the order or after notification to the Customer of the

completion of the work. Whilst every care is taken Formara Limited and its agents cannot accept any responsibility for loss or damage to artwork, photography, transparencies, computer files, digital media or Customer's property. Any liability shall be limited to the replacement cost of the basic material.

**15. Materials Supplied by the Customer:**

- i. Formara Limited may reject any paper, plates, digital media or any other materials supplied or specified by the Customer that appear to be unsuitable. Additional cost incurred if materials are found to be unsuitable during production may be charged except that if the whole or any part of such additional cost could have been avoided but for unreasonable delay by Formara Limited.
- ii. Where materials are so supplied, the printer will take every care to secure the best results but responsibility will not be accepted for imperfect work caused by defects in or unsuitability of material supplied or specified.
- iii. Quantities of materials supplied shall be adequate to cover normal spoilage.

**16. Sub Contracting:** Formara Limited shall be at liberty to subcontract either in whole or in part to any person, firm or company it shall think fit without notice to the Customer unless otherwise agreed in writing by Formara Limited.

**17. Data Protection:** Basic Customer information as well as files produced for a particular job will be stored for accounting and production purposes. Formara Limited shall remove these files at any time after full payment has been received upon requests for removal, made in writing, by the Customer provided such information is not required to be retained for legal or accounting reasons.

**18. Insolvency:** If the Customer ceases to pay their debts in the ordinary course of business or cannot pay their debts as they become due or being a Company is deemed to be unable to pay its debts or has a winding-up petition issued against it or being a person commits an act of bankruptcy or has a bankruptcy petition issued against him, Formara Limited without prejudice to other remedies shall (i) have the right not to proceed further with the contract or any other work for the Customer, such charge to be an immediate debt due to Formara Limited, and (ii) in respect of all unpaid debts due from the Customer have a general lien on all goods and property in his possession (whether worked on or not) and shall be entitled on the expiration of 14 days notice to dispose of such goods or property in such manner and at such price as he thinks fit and to apply the proceeds towards such debts.

**19. Illegal Matter:** Formara Limited shall not be required to print or reproduce any matter which in its opinion is or maybe of an illegal or libellous nature, or an infringement of the proprietary or other rights of any third party and reserves the right not to print any matter which in its opinion may be prejudicial or detrimental to the good of the business of Formara Limited. Formara Limited shall be indemnified by the Customer in respect of any claims, costs and expenses arising out of any libellous matter and any infringement of copyright, patent, design or of any other proprietary or personal rights contained in any material presented for the Customer. The indemnity shall extend to any amounts paid for legal advice in settlement of any claim.

**20. Full Colour Printing:** Every effort will be made to obtain the best colour reproduction but because of the process involved, Formara Limited cannot guarantee an exact colour or texture match between the Customer's original colour photography or transparency or electronic file and the printed article. Customers who require colour reproduction of a specific standard and who wish to check the colour reproduction prior to printing must order a colour machine proof, in writing, when placing the order. An additional charge will be made for this. It is the Customer's responsibility to ensure that the colour images submitted are suitable for the work in hand. Formara Limited cannot accept liability for unsatisfactory results caused by unsuitable or inferior colour images.

**21. Colour Matching:** Formara Limited will happily mix the Customer's special colour requirements or order special colours to be mixed by manufacturers if an ink sample is supplied but cannot guarantee to reproduce it exactly on additional runs or repeat orders. For this reason the selection of a Pantone colour is always recommended in order to ensure the best chance of accurate colour matching. If colour matching is of particular importance to the Customer then the Customer must order a machine proof the cost of which will be quoted at the time of the request.

**22. Machine-readable codes:**

- i. In the case of machine-readable codes or symbols Formara Limited shall print the same as specified or approved by the Customer in accordance with generally accepted standards and procedures.
- ii. The Customer shall be responsible for satisfying themselves that the code or symbol will read correctly on the equipment likely to be used by those for whom the code or symbol is intended.
- iii. The Customer shall indemnify Formara Limited against any claim by any party resulting from the code or symbol not reading or not reading correctly for any reason, except to the extent that such claim arises from any failure of Formara Limited to comply with paragraph (i) above which is not attributable to error falling within the tolerances generally accepted in the trade in printing of this nature.

**23. Force majeure:** Formara Limited shall be under no liability if it is unable to carry out any provision in the contract for any reason beyond the Company's reasonable control including (without limitation to the foregoing) Act of God, legislation, war, fire, flood, drought, import, or export regulations or embargoes, failure of power supply, lock-out, strike or other action taken by employees in contemplation of furtherance of a dispute or owing to any inability to procure materials required for the performance of the contract. During the continuance of such a contingency the Customer may by written notice to Formara Limited elect to terminate the contract and pay for work done and materials used, but subject thereto shall otherwise accept delivery when available.

- 24. Law:** The construction, validity and performance of the Agreement shall be governed in all respects by English Law.
- 25. Notice:** Notices required or permitted to be given by either party to the other under these conditions shall be in writing addressed to that other party at its registered office.
- 26. Arbitration:** Any dispute arising under or in connection with these conditions shall be referred to arbitration by the single arbitrator appointed by agreement or (in default) nominated on the application of either party by the National Council of The British Association for Print and Communication.
- 27. Severance:** If any provision of these conditions is held to be invalid or unenforceable in whole or in part the validity of the other provisions of these conditions shall not be affected thereby.

## SCHEDULE A

Our Terms for Payment are 30 days from date of Invoice except for postage which is 7 days after receipt of invoice or unless specifically agreed otherwise in writing by a Director of Formara Limited.

If an invoice becomes overdue by 30 days or more we may levy an Administration Charge of £10.00 against that invoice to cover our internal administration costs in collecting payment.

If the invoice remains outstanding at the end of the overdue month we may pass it to our Agents, who will add their charges to the account for collection. In such a case all outstanding invoices will fall due and payable immediately.

Please note that we reserve the right to charge interest on overdue amounts and to pass on the cost of collection in accordance with our terms and conditions and in accordance with EC Directive 2000/35/EC